

Code of Conduct - The Electronic  
Communications and Transactions Act 36 of  
2005





## Revision History

Revision No.	Revision Date	Description	Policy Owner	Approval Date	Approved By
0	10/11/2020	New Code of Conduct - The Electronic Communications and Transactions Act 36 of 2005	Legal Department	23/11/2020	EXCO
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## TABLE OF CONTENTS

1. INTRODUCTION .....	3
2. SCOPE.....	3
3. APPLICATION OF THE POLICY .....	3
4. RELATED POLICIES.....	6
5. BREACHES OF THIS POLICY .....	6
6. EFFECTIVE DATE.....	6
7. POLICY REVIEW .....	6



## 1. INTRODUCTION

Metro Fibre Network Proprietary Limited and its subsidiaries (“**MetroFibre**”), prescribe to an acceptable standard of conduct towards Consumers in the electronic communications sector.

This Code of Conduct (the “**Policy**”) is based on the Electronic Communications Act 36 of 2005 (the “**Act**”) code of conduct for electronic communications and electronic communications network services licensees.

## 2. SCOPE

This Policy applies to all officers, employees, casual staff and contractors employed by MetroFibre (the “Employee/(s)”).

“**Consumer/(s)**” protected by this Policy means any natural person, excluding a juristic person, and includes an end-user as defined in section 2 of Act who uses and/or receives for own use, the services and/or products of a licensed service referred to in Chapter 3 of the Act.

This Policy is applied in accordance with relevant legislation and regulations governing the management of MetroFibre including that of the Independent Communications Authority of South Africa (the “**Authority**”).

## 3. APPLICATION OF THE POLICY

### 3.1 Key Commitments by MetroFibre

MetroFibre undertakes to:

- act in a fair, reasonable and responsible manner in all dealings with Consumers;
- ensure that all services and products meet the specifications as contained in their licenses and all the relevant laws and regulations;
- not unfairly discriminate against or between Consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- display the utmost courtesy and care when dealing with Consumers;
- provide Consumers with information regarding services and pricing;
- provide Consumers with guidance with regard to their needs, upon request;
- keep Consumers' personal information confidential; and
- advise Consumers to refer complaints to the Authority.

### 3.2 Consumer Rights

Consumers will be informed of their rights in terms of the services to be provided. These rights include, but are not limited to:



- a right to be provided with the required service without unfair discrimination;
- a right to choose the service provider of their choice;
- a right to receive information in the preferred language;
- a right to access and question records and information held by the service provider;
- a right to protection of the consumers' personal data, including the right not to have personal data sold to third parties without permission by the Consumer;
- a right to port a number in terms of applicable regulations;
- a right to lodge a complaint; and
- a right to redress.

### 3.3 Provision of Information

- MetroFibre will inform/provide Consumers with information regarding the broad range of services/products on offer, tariff rates applicable to each service offered, terms and conditions, payment policies, billing, complaints handling procedures and relevant contact details.
- MetroFibre will provide accurate information that is readily accessible and understandable to consumers.

### 3.4 Tariffs

Information on applicable tariffs, fees and terms and conditions for provision of the relevant service will be published.


MetroFibre will not provide any service for a charge, fee or other compensation, unless the prices for the service and other terms and conditions of the provision of such service have been made known to the public and the Authority by:

- making such information available for inspection at its offices during business hours;
- providing such details to anyone upon request, at no charge;
- providing such details on MetroFibre's website; and
- providing such pricing details within thirty (30) days of commencing a service.
- No tariff plan will be offered, presented, marketed or advertised in a manner that may be misleading.

### 3.5 Contract Terms and Conditions

MetroFibre follows the following guiding principles for all our service contracts:

- using plain and understandable language in our contracts;
- providing relevant points for service contracts including but not limited to stipulating:
  - the nature of a contract;
  - the minimum duration of a contract;
  - the costing for early termination - i.e. if a contract is terminated prior to the minimum duration;
  - the termination notice period and the manner in which notice of termination must be given

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- informing Consumers about changes to the terms and conditions of a contract within a fair and reasonable period.
  - providing Consumers with a copy of the written terms and conditions immediately or as soon as is reasonably possible, after conclusion of a contract; except where a contract is entered into verbally, MetroFibre will provide a copy of the written terms and conditions within 7 (seven) working days after entering into a contract.

### **3.6 Consumer Confidentiality**

MetroFibre will protect the confidentiality of Consumer information and will process Consumer information and protect Consumer information in accordance with the provisions of the Protection of Personal Information Act 4 of 2013, as amended.

### **3.7 Charging, Billing, Collection and Credit Practices**

MetroFibre follows the following billing principles for all our services:

- billing processes will be clearly communicated to Consumers;
- payment procedures will be provided as part of our bills;
- prospective consumers will be informed at the outset that credit referencing/risk assessment will be applied; and
- a simple explanation of how the credit referencing system operates will be provided to Customers.

### **3.8 Rules in Defining a Suitable Degree of Consumer Protection regarding Billing Complaints**

When a Consumer lodges a billing complaint, the complaint handling process will be guided by the following principles:

- the services of the Consumer will not be disconnected while the investigation of a disputed portion of a bill is still pending;
- a determination regarding the billing complaint must be reached and communicated to the complainant within fourteen (14) working days;
- services will not be disconnected until the complainant has been notified about the results of the investigation and the final decision on the complaint;
- adverse collection procedures or the assessment of late charges and/or penalties will not be taken while the investigation of a disputed billing is still pending;
- the Consumer will not be required to pay the disputed bill in full pending investigation of the complaint; and
- the Consumer will be informed in advance of the due date for payment and the possibility of disconnection in the case of non-payment, within a certain period before they get disconnected.

### **3.9 Promotional Marketing, Advertising and Sales Practices**

Advertising and promotional material will not be misleading and will comply with the South African Advertising Standards Authority's Code of Conduct.



All direct marketing will comply with the directives of the Protection of Personal Information Act 4 of 2013 as well as the Consumer Protection Act 68 of 2008.

### **3.10 Applicable Remedies in Case of Defective Products**

Should a product or service be defective, MetroFibre will clearly state what steps will be taken to correct the defect with the interest of the Consumer in mind.

Alternative measures will be put in place for the duration that the defective product(s) is taken in for repairs or while the service malfunction is being addressed.

### **3.11 Complaints Handling, Resolution and Escalation Procedures for Customers**

The complaints handling procedure will be displayed for Customers to note on MetroFibre's website, including the option to refer the complaint to the Authority

## **4. RELATED POLICIES**

- Business Ethics & Code of Conduct Policy
- FTTH Africa Members Code of Conduct Policy

## **5. BREACHES OF THIS POLICY**

Non-compliance of this Policy by Employees of MetroFibre may result in disciplinary action that could include dismissal.

Any complaint regarding contravention or non-compliance with the regulations should be lodged with the Authority.

## **6. EFFECTIVE DATE**

This Policy becomes effective on date of Exco approval.

## **7. POLICY REVIEW**

This Policy must be reviewed every two years and tabled at Exco for approval.